

**Golden Lion Ent., Inc. and Local 24, Hotel Employees and Restaurant Employees International Union, AFL-CIO. Case 7-CA-35120**

March 2, 1994

**DECISION AND ORDER**

BY CHAIRMAN STEPHENS AND MEMBERS  
DEVANEY AND TRUESDALE

Upon a charge filed by the Union on October 19, 1993, the Acting General Counsel of the National Labor Relations Board issued a complaint on December 3, 1993, against Golden Lion Ent., Inc., the Respondent, alleging that it has violated Section 8(a)(1) and (5) of the National Labor Relations Act. Although properly served copies of the charge and complaint, the Respondent failed to file an answer.

On February 4, 1994, the Acting General Counsel filed a Motion for Summary Judgment with the Board. On February 8, 1994, the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. The Respondent filed no response. The allegations in the motion are therefore undisputed.

**Ruling on Motion for Summary Judgment**

Sections 102.20 and 102.21 of the Board's Rules and Regulations provide that the allegations in the complaint shall be deemed admitted if an answer is not filed within 14 days from service of the complaint, unless good cause is shown. In addition, the complaint affirmatively notes that unless an answer is filed within 14 days of service, all the allegations in the complaint will be considered admitted. Further, the undisputed allegations in the Motion for Summary Judgment disclose that the Region, by letter dated January 6, 1994, notified the Respondent that unless an answer were received by January 20, 1994, a Motion for Summary Judgment would be filed.

In the absence of good cause being shown for the failure to file a timely answer, we grant the Acting General Counsel's Motion for Summary Judgment.

On the entire record, the Board makes the following

**FINDINGS OF FACT**

**I. JURISDICTION**

The Respondent, a corporation, with an office and place of business in Detroit, Michigan, has been engaged in the operation of a restaurant. During the year ending December 31, 1992, a representative period, the Respondent, in conducting its business operations, derived gross revenues in excess of \$500,000 and purchased and received at its Detroit facility food products and alcoholic beverages and other goods valued in excess of \$50,000 from other enterprises, each of which

other enterprises had received these goods from points outside the State of Michigan. We find that the Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that the Union is a labor organization within the meaning of Section 2(5) of the Act.

**II. ALLEGED UNFAIR LABOR PRACTICES**

The following employees of the Respondent (the unit) constitute a unit appropriate for purposes of collective-bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time cooks, pantry employees, utility employees, bus help, bartenders and servers employed by Respondent at its Detroit facility; but excluding office clerical employees, guards and supervisors as defined in the Act.

Since about 1971, and at all material times, the Charging Party Union has been the majority-designated exclusive collective-bargaining representative of the employees in the unit and has been recognized as such representative by the Respondent. The recognition has been embodied in successive collective-bargaining agreements, the most recent of which by its terms was effective from November 13, 1987, through November 12, 1990. On July 15, 1993, in Case 7-RD-2708, the Charging Party Union was certified as the exclusive collective-bargaining representative of the unit. At all times since approximately 1971, based on Section 9(a) of the Act, the Charging Party Union has been the exclusive collective-bargaining representative of the employees in the unit. On July 19, August 17, and again on September 22, 1993, the Charging Party Union, by letter, requested the Respondent to meet and bargain collectively with it as the exclusive collective-bargaining representative of the unit for the purpose of negotiating a successor collective-bargaining agreement. Since about July 19, 1993, and continuing to date, the Respondent has refused to meet and bargain with the Charging Party Union as the exclusive collective-bargaining representative of the unit.

On July 19, August 17, and again on September 22, 1993, the Charging Party Union, by letter, requested the Respondent to furnish it with a list of the names of all employees performing bargaining unit work. The information requested by the Charging Party Union is necessary for and relevant to the Charging Party Union's performance of its duties as the exclusive collective-bargaining representative of the unit. Since about July 19, 1993, the Respondent has failed and refused to furnish the Charging Party Union with the information requested by it.

## CONCLUSION OF LAW

By the acts and conduct described above, the Respondent has been failing and refusing to bargain collectively with the exclusive collective-bargaining representative of its employees, and has thereby engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(1) and (5) and Section 2(6) and (7) of the Act.

## REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, we shall order it to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Specifically, having found that the Respondent has refused to meet and bargain, we shall order it to bargain on request with the Union, and, if an understanding is reached, to embody the understanding in a signed agreement.

To ensure that the employees are accorded the services of their selected bargaining agent for the period provided by the law, we shall construe the initial period of the certification as beginning the date the Respondent begins to bargain in good faith with the Union. *Mar-Jac Poultry Co.*, 136 NLRB 785 (1962); *Lamar Hotel*, 140 NLRB 226, 229 (1962), enfd. 328 F.2d 600 (5th Cir. 1964), cert. denied 379 U.S. 817 (1964); *Burnett Construction Co.*, 149 NLRB 1419, 1421 (1964), enfd. 350 F.2d 57 (10th Cir. 1965).

Additionally, having found that the Respondent has failed to provide the Union information that is relevant and necessary to its role as the exclusive bargaining representative of the unit employees, we shall order the Respondent to furnish the Union the information requested.

## ORDER

The National Labor Relations Board orders that the Respondent, Golden Lion Ent., Inc., Detroit, Michigan, its officers, agents, successors, and assigns, shall

## 1. Cease and desist from

(a) Refusing to meet and bargain with the Union as the exclusive collective-bargaining representative of the employees in the following unit:

All full-time and regular part-time cooks, pantry employees, utility employees, bus help, bartenders and servers employed by Respondent at its Detroit facility; but excluding office clerical employees, guards and supervisors as defined in the Act.

(b) Failing and refusing to furnish the Charging Party Union with the information requested by it that is necessary for and relevant to its duties as the exclusive collective-bargaining representative of the unit.

(c) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) On request, bargain collectively and in good faith with the Union as the exclusive collective-bargaining representative of the unit and reduce to writing any agreements reached.

(b) Furnish to the Union a list of the names of all employees performing bargaining unit work.

(c) Post at its facility in Detroit, Michigan, copies of the attached notice marked "Appendix."<sup>1</sup> Copies of the notice, on forms provided by the Regional Director for Region 7, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(d) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

Dated, Washington, D.C. March 2, 1994

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James M. Stephens, Chairman

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Dennis M. Devaney, Member

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John C. Truesdale, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

<sup>1</sup> If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

## APPENDIX

NOTICE TO EMPLOYEES  
POSTED BY ORDER OF THE  
NATIONAL LABOR RELATIONS BOARD  
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT refuse to meet and bargain with Local 24, Hotel Employees and Restaurant Employees Inter-

national Union, AFL-CIO, as the exclusive collective-bargaining representative of the employees in the following unit:

All full-time and regular part-time cooks, pantry employees, utility employees, bus help, bartenders and servers employed by us, Golden Lion Ent., Inc., at our Detroit facility; but excluding office clerical employees, guards and supervisors as defined in the Act.

WE WILL NOT fail or refuse to furnish the Union with the information requested by it that is necessary

for and relevant to its duties as the exclusive collective-bargaining representative of the unit.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, on request, bargain collectively and in good faith with the Union as the exclusive collective-bargaining representative of the unit and reduce to writing any agreements reached.

WE WILL furnish to the Union a list of the names of all employees performing bargaining unit work.

GOLDEN LION ENT., INC.